

# City of Adel Block Party and Street Closure Permit Application

Event Name	
Date(s) of the Event	

### **CONTACT INFORMATION**

Sponsor / Contact	
Address	
City	
State	
Zip Code	
Day Phone Number	
Cell Phone Number	
Email Address	

#### TIME OF EVENT

Event Set-up Time	
Event Start Time	
Event End Time	
<b>Event Cleanup Time</b>	

#### **EVENT INFORMATION**

Event Description	
Please attach a map of the specific area to be	
used and the street(s) to be blocked off.	
Except in very limited circumstances, the City	
will require that a street closing be from cross	
intersection to cross intersection.	
Estimated Attendance?	
Will Alcohol be Served?	
No alcohol may be kept or consumed on the street.	YES / NO
It must be on private property.	
Will you be using amplified sound?	
If yes, a sound permit application is required	YES / NO
along with applicable fees.	
<b>Consent from residents?</b>	
90% of the residents in the area, including any	
listing agent with a home for sale, must be in favor	YES / NO
of and / or approve the request.	

**DEPOSIT: \$100.00** *This deposit will be refunded if the block party area is fully cleaned up after the party and the barricades are returned in satisfactory condition.* 

## **CONSENT FROM RESIDENTS**

By signing below, I understand the Block Party and Street Closure Policy and that I have been informed of the event that is being applied for.

NAME	ADDRESS	APPROVE / DISAPPROVE
		APPROVE / DISAPPROVE

## **RETURN PERMIT APPLICATION:**

City of Adel 301 S. 10<sup>th</sup> Street Adel, IA 50003



# City of Adel Hold Harmless Agreement

**WHEREAS**, the City of Adel, Iowa (City) owns certain real property and public right-of-way which are under the direction and control of the Adel City Council.

**WHEREAS,** (the "Organization") desires to use and occupy certain property containing the facilities and grounds at, (Location)

**WHEREAS,** the City is willing to grant to the Organization the right to use and occupy the location provided the City, its officers, employees and agents, (collectively called "City") are held harmless.

# NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City and the Organization agree as follows:

- The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purpose of the Organization activities.
- 2. To the extent permitted by law, the Organization shall defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omission, negligence, or willful misconduct on the part of the Organization, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the City for all legal fees, expenses, and cost incurred by it.
- 3. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Iowa law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Iowa law.
- 4. This Agreement shall be governed exclusively by the laws of Iowa, without regard to conflict of law provisions.
- 5. Any lawsuit or legal proceedings arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in federal and state courts of Iowa. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives that right to challenge this jurisdiction and/or venue as improper

or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_\_ City Clerk

By \_\_\_\_\_\_ Organization Representative

I hereby certify the above statements are true and correct, to the best of my knowledge, and that false statement(s) may be grounds for denial of the application. It is understood the activities at all times during the event shall comply with all applicable federal, state, county, and City laws and regulations. It is further understood that the individual, organization, association, and / or block party organizer will be responsible for any and all damages arising as a result of this event.

In accordance with the executed Indemnification and Hold Harmless Agreement, the applicant hereby waives any and all claims which the applicant may have as a result of this event against the City of Adel, Iowa, its officers, agents, employees, or board members.

I have been advised of policies and procedures for the conduct of a block party in the City of Adel and I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Block Party and Street Closure Permit may be canceled by the City at any time including at the start of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and / or the participants, and I have read the requirements for issuance of the permit and the Hold Harmless Agreement, understand their provisions, and freely and voluntarily sign this application.

Applicant Name	Signature	Date

FOR CITY USE ONLY				
DEPOSIT RECEIV	ED	YES / NO		
DEPOSIT TYPE		CASH / C	CHECK	
90% RESIDENT A	PPROVAL	YES / NO		
APPROVED: YES	/ NO	DATE OF APPROVAL:		<b>.</b>
COPIES DISTRIBUTED TO CITY HOLD HARMLE		ARMLESS A	ESS AGREEMENT:	
OFFICIALS: YES / NO		YES / NO		
<b>RECEIVED BY</b>	SIGNATURE		DATE	APPROVED?
Police Dept.				YES / NO
Fire Dept.				YES / NO
Public Works				YES / NO
City Administrator				YES / NO